

REMARKS

By the foregoing Amendment, Claims 1, 18, 19, 22, 27 and 44 have been amended, and Claims 17, 24 and 42 have been cancelled. Favorable reconsideration of the application is respectfully requested.

The Examiner objected to Figures 3-15 of the drawings as containing improper shading. Corrected formal drawings are submitted herewith, and it is believed that the objection to the drawings can now be withdrawn.

Claims 1-6, 16, 27, 29, 31, 32, 36 and 38 were rejected under 35 U.S.C. §102(e) on the grounds of anticipation by Deal. The Examiner acknowledged that Deal does not disclose "wherein the project is installing tile or stone and the phases of the project include preparing the area, setting the tile or stone, grouting the tile or stone and maintaining the installed tile or stone." Claim 1 has been amended to recite "wherein the project is installing tile or stone and the phases of the project include preparing the area, setting the tile or stone, grouting the tile or stone and maintaining the installed tile or stone." Claims 1, 18, 19, 22, 27 and 44 have been amended similarly, so that it is respectfully submitted that Claims 1-6, 16, 27, 29, 31, 32, 36 and 38 are novel and inventive over Deal, and that the rejection of Claims 1-6, 16, 27, 29, 31, 32, 36 and 38 on the grounds of anticipation by Deal should be withdrawn.

Claims 7, 8, 15 and 37 were rejected under 35 U.S.C. §103(a) on the grounds of obviousness from Deal in view of Gupta et al., which was cited as disclosing a system and method for graphically locating merchandise comprising in part an interactive display that provides a selection of language, and that disseminates both video and text information. Claims 7, 8 and 15 depend from Claim 1, and Claim 37 depends from Claim 27, and it is

respectfully submitted that Deal and Gupta et al., either taken separately or in combination, fail to teach, disclose or suggest a system and method for selling products in a home improvement or commercial construction store, including an interactive display for disseminating information regarding phases of a project and information regarding the seller's products adapted for use in performing phases of the project, wherein the project includes maintaining installed tile or stone, as is claimed. It is respectfully submitted that Claims 7, 8, 15 and 37 are novel and inventive over Deal and Gupta et al., either taken separately or in combination, and that the rejection of Claims 7, 8, 15 and 37 on the grounds of obviousness from Deal in view of Gupta et al. should be withdrawn.

Claims 9-11 and 33-35 were rejected under 35 U.S.C. §103(a) on the grounds of obviousness from Deal in view of Heisler et al., which was cited as disclosing a method and system for complete design and identification of materials and tools for home improvement projects, including disseminating descriptions of tools and products available from the seller for use in specific phases of a project and instructional presentations regarding how to perform a specific phase of the project. Claims 9-11 depend from Claim 1, and Claims 33-35 depend from Claim 27, and it is respectfully submitted that Deal and Heisler et al., either taken separately or in combination, fail to teach, disclose or suggest a system and method for selling products in a home improvement or commercial construction store, including an interactive display for disseminating information regarding phases of a project and information regarding the seller's products adapted for use in performing phases of the project, wherein the project includes maintaining installed tile or stone, as is claimed. It is respectfully submitted that Claims 9-11 and 33-35 are novel and inventive over Deal and Heisler et al., either taken separately or in combination, and that the rejection of Claims 9-11

and 33-35 on the grounds of obviousness from Deal in view of Heisler et al. should be withdrawn.

Claims 12-14, 30 and 39-41 were rejected under 35 U.S.C. §103(a) on the grounds of obviousness from Deal. The Examiner acknowledged that Deal does not disclose "wherein the project is installing tile or stone and the phases of the project include preparing the area, setting the tile or stone, grouting the tile or stone and maintaining the installed tile or stone." Claims 12-14 depend from Claim 1, and Claims 30 and 39-41 depend from Claim 27, and it is respectfully submitted that Deal fails to teach, disclose or suggest a system and method for selling products in a home improvement or commercial construction store, including an interactive display for disseminating information regarding phases of a project and information regarding the seller's products adapted for use in performing phases of the project, wherein the project includes maintaining installed tile or stone, as is claimed. It is respectfully submitted that Claims 12-14, 30 and 39-41 are novel and inventive over Deal, and that the rejection of Claims 12-14, 30 and 39-41 on the grounds of obviousness from Deal should be withdrawn.

Claims 17-21, 28, 42 and 43 were rejected under 35 U.S.C. §103(a) on the grounds of obviousness from Deal in view of "lowes.com", which was cited as disclosing a system for buying home improvement tools and services online, including providing instructions on performing home improvement projects including installing tile or stone with the phases involved. Claims 17 and 42 have been cancelled. Claims 18-21 depend from Claim 1, and Claims 28 and 43 depend from Claim 27, and it is respectfully submitted that Deal and "lowes.com", either taken separately or in combination, fail to teach, disclose or suggest a system and method for selling products in a home improvement or commercial construction

store, including an interactive display for disseminating information regarding phases of a project and information regarding the seller's products adapted for use in performing phases of the project, wherein the project includes maintaining installed tile or stone, as is claimed. It is respectfully submitted that Claims 18-21, 28 and 43 are novel and inventive over Deal and "lowes.com", either taken separately or in combination, and that as it pertains to Claims 18-21, 28 and 43, the rejection of Claims 17-21, 28, 42 and 43 on the grounds of obviousness from Deal in view of "lowes.com" should be withdrawn.

Claims 22, 24-26, 44 and 45 were rejected under 35 U.S.C. §103(a) on the grounds of obviousness from Deal in view of Gupta et al., and further in view of "lowes.com." Claim 24 has been cancelled. Claim 22 has been amended to recite "wherein the phases of the project include preparing the area, setting the tile or stone, grouting the tile or stone and maintaining the installed tile or stone." Claim 44 has been amended to recite "wherein the home improvement or commercial construction project is installing tile or stone and the phases of the home improvement or commercial construction project include preparing the area, setting the tile or stone, grouting the tile or stone and maintaining the installed tile or stone." It is respectfully submitted that Deal, Gupta et al., and "lowes.com", either taken separately or in combination, fail to teach, disclose or suggest a system and method for selling products in a home improvement or commercial construction store, including an interactive display for disseminating information regarding phases of a project and information regarding the seller's products adapted for use in performing phases of the project, wherein the project includes maintaining installed tile or stone, as is claimed. It is respectfully submitted that Claims 22, 23-26, 44 and 45 are novel and inventive over Deal, Gupta et al., and "lowes.com", either taken separately or in combination, and that as it

pertains to 22, 23-26, 44 and 45, the rejection of Claims 22, 24-26, 44 and 45 on the grounds of obviousness from Deal in view of Gupta et al., and further in view of "lowes.com" should be withdrawn.

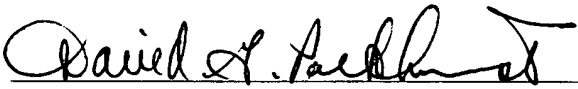
Claims 23 and 46 were rejected under 35 U.S.C. §103(a) on the grounds of obviousness from Deal in view of Gupta et al., and further in view of "lowes.com" and further in view of Heisler et al. Claim 23 depends from Claim 22, and Claim 46 depends from Claim 44. Claim 22 has been amended to recite "wherein the phases of the project include preparing the area, setting the tile or stone, grouting the tile or stone and maintaining the installed tile or stone." Claim 44 has been amended to recite "wherein the home improvement or commercial construction project is installing tile or stone and the phases of the home improvement or commercial construction project include preparing the area, setting the tile or stone, grouting the tile or stone and maintaining the installed tile or stone." It is respectfully submitted that Deal, Gupta et al., "lowes.com" and Heisler et al., either taken separately or in combination, fail to teach, disclose or suggest a system and method for selling products in a home improvement or commercial construction store, including an interactive display for disseminating information regarding phases of a project and information regarding the seller's products adapted for use in performing phases of the project, wherein the project includes maintaining installed tile or stone, as is claimed. It is respectfully submitted that Claims 23 and 46 are novel and inventive over Deal, Gupta et al., "lowes.com" and Heisler et al., either taken separately or in combination, and that the rejection of Claims 23 and 46 on the grounds of obviousness from obviousness from Deal in view of Gupta et al., and further in view of "lowes.com" and further in view of Heisler et al. should be withdrawn.

Applicant has reviewed the additional prior art made of record and not relied upon, and it is believed that the additional prior art made of record and not relied upon is no more pertinent than the reference actually applied.

In light of the foregoing amendments and remarks, it is respectfully submitted that the application should now be in condition for allowance, and an early favorable action in this regard is respectfully requested.

Respectfully submitted,

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IN THE DRAWINGS:

Please substitute the enclosed corrected formal drawings, identified in the upper right corner as "Replacement Sheet," for the informal drawings currently on file. The drawings have been corrected to meet the Examiner's objections to improper shading of Figures 3-15.